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UNITED AIRLINES EMPLOYEE WELFARE BENEFIT PLAN

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JOAN WILLIAMS,	)	Case No. CV 08 5594 MMC
	)	
Plaintiff,	)	<b>DEFENDANT'S ANSWER TO</b>
	)	<b>COMPLAINT FOR BREACH OF THE</b>
v.	)	<b>EMPLOYEE RETIREMENT INCOME</b>
	)	<b>SECURITY ACT OF 1974;</b>
UNITED AIRLINES EMPLOYEE WELFARE	)	<b>INJUNCTIVE RELIEF;</b>
BENEFIT PLAN,	)	<b>PREJUDGMENT AND</b>
	)	<b>POSTJUDGMENT INTEREST; AND</b>
Defendant.	)	<b>ATTORNEY'S FEES AND COSTS</b>

Complaint Filed: December 16, 2008

Defendant United Airlines Employee Welfare Benefit Plan ("Defendant" or "the Plan") answers the Complaint for Breach of the Employee Retirement Income Security Act of 1974 (ERISA); Injunctive Relief; Prejudgment and Postjudgment Interest; and Attorney's Fees and Costs ("Complaint") filed by Plaintiff JOAN WILLIAMS ("Plaintiff") as follows:

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**PRELIMINARY ALLEGATIONS**

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2 1. Answering paragraph 1 of the Complaint, Defendant admit this action is brought  
3 under 29 U.S.C. §§1132(a), (e), (f) and (g) of the Employee Retirement Income Security Act of  
4 1974. Except as expressly admitted herein, Defendant denies the remaining allegations contained  
5 in paragraph 1 of the Complaint.

6 2. Answering paragraph 2 of the Complaint, Defendant admits the allegations  
7 contained in paragraph 2 of the Complaint, but note the name of the Company is United Air  
8 Lines, Inc.

9 3. Answering paragraph 3 of the Complaint, Defendant admits it is an employee  
10 welfare benefit plan regulated by ERISA, established by United Air Lines, Inc. Defendant  
11 admits it does business in this judicial district in that it covers employees residing in this judicial  
12 district. Except as expressly admitted herein, Defendant denies the remaining allegations  
13 contained in paragraph 3 of the Complaint.

14 4. Answering paragraph 4 of the Complaint, Defendant admits the allegations  
15 contained in paragraph 4 of the Complaint.

16 **FIRST CLAIM FOR RELIEF AGAINST DEFENDANT UNITED AIRLINES**  
17 **EMPLOYEE WELFARE BENEFIT PLAN FOR DENIAL OF PLAN BENEFITS**  
(29 U.S.C. §1132(a)(1)(B))

18 5. Answering paragraph 5 of the Complaint, Defendant incorporates by reference  
19 paragraphs 1-4, inclusive, as if set forth fully herein.

20 6. Answering paragraph 6 of the Complaint, Defendant admits that Plaintiff made a  
21 claim to Defendant's claims administrator, Blue Cross and Blue Shield of Illinois ("BCBS"), for  
22 medical benefits under the Plan, and that Plaintiffs' claim was denied by BCBS. Except as  
23 expressly admitted herein, Defendant denies the remaining allegations contained in paragraph 6  
24 of the Complaint.

25 7. Answering paragraph 7 of the Complaint, Defendant denies the allegations  
26 contained in paragraph 7 of the Complaint.

1           8.       Answering paragraph 8 of the Complaint, Defendant denies the allegations  
2 contained in paragraph 8 of the Complaint.

3           9.       Answering paragraph 9 of the Complaint, Defendant admits Plaintiff exhausted  
4 her administrative remedies required by the Plan and ERISA. Except as expressly admitted  
5 herein, Defendant denies the remaining allegations contained in paragraph 9 of the Complaint.

6           10.      Answering paragraph 10 of the Complaint, Defendant denies the allegations  
7 contained in paragraph 10 of the Complaint.

8           11.      Answering paragraph 11 of the Complaint, Defendant denies the allegations  
9 contained in paragraph 11 of the Complaint.

10                   **SECOND CLAIM FOR RELIEF AGAINST DEFENDANT UNITED AIRLINES**  
11                   **EMPLOYEE WELFARE BENEFIT PLAN FOR EQUITABLE RELIEF**

12                                   (29 U.S.C. §1132(a)(B)(1))

13           12.      Answering paragraph 12 of the Complaint, Defendant incorporates by reference  
14 paragraphs 1-11, inclusive, as if set forth fully herein.

15           13.      Answering paragraph 13 of the Complaint, Defendant admits that Plaintiff's  
16 complaint seeks (a) Restitution of all past benefits due to Plaintiff under the Plan, plus  
17 prejudgment and postjudgment interest at the lawful rate; (b) a mandatory injunction issued  
18 requiring the Plan to immediately qualify Plaintiff for medical benefits under the Plan; and (c)  
19 such other and further relief as the Court deems necessary and proper to protect Plaintiff's  
20 interests as a participant under the Plan. Except as expressly admitted herein, Defendant denies  
21 the remaining allegations contained in paragraph 13 of the Complaint.

22                                   **ANSWER TO PRAYER FOR RELIEF**

23   (All Causes of Action)

24           14.      Defendant denies that Plaintiff is entitled to any benefits or relief whatsoever, of  
25 any kind and nature, from Defendant in connection with this action.

**DEFENSES AND AFFIRMATIVE DEFENSES**

**First Defense - Failure to State a Claim**

15. Plaintiff's Complaint, and each of its purported causes of action, fails to state facts sufficient to constitute claims upon which relief can be granted against Defendant.

**Second Defense - Offset**

16. Defendant allege that, to the extent it is determined that Plaintiff is entitled to recover damages or monetary relief under ERISA from the Plan, which Defendant expressly denies, said damages or monetary relief must be offset by overpayments made to Plaintiff in connection with his claim under the Plan as a result of such provisions, including but not limited to, the deduction for Social Security disability payments and the deduction of disability payments received from other insurance companies or other employee welfare benefit plans.

**Third Defense - No Arbitrary or Capricious Conduct**

17. Pursuant to the terms of the Plan, Plaintiff made a claim under ERISA to BCBS, the Plan's claims administrator appointed by the Plan, which was denied by BCBS. The denial of benefits under the Plan was not arbitrary or capricious.

18. Defendant has not completed its investigation of the facts in this matter, has not completed discovery in this matter, and has not completed preparation for trial. The affirmative defenses asserted herein are based on Defendant's knowledge, information and belief at this time, and Defendant specifically reserves the right to modify, amend or supplement any affirmative defense contained herein at any time.

WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiff take nothing by reason of her Complaint;
2. That the Court enter a judgment dismissing the Complaint and its purported causes of action against Defendant with prejudice;
3. That the Court award Defendant its costs of suit and attorneys' fees; and

DATED: February 27, 2009

By Kent

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DEFENDANT'S ANSWER TO COMPLAINT /Case No. CV 08 5594 MMC